

February 2015
RFP 110017

**PURCHASING DEPARTMENT
101 EAST 11th STREET, STE. G-13
CHATTANOOGA, TENNESSEE 37402
CITY HALL**

Request for Proposals for the City of Chattanooga, TN

**Requisition No.: RFP – 110017
Ordering Dept.: Economic & Community Development Department
Buyer: Sharon Lea / lea_sharon@chattanooga.gov
Phone No.: 423 643-7235
Fax No.: 423 643-7244**

Request for Proposals for Demolition Services

*****REQUEST FOR PROPOSALS MUST BE RECEIVED*****

NO LATER THAN

4:00 PM E.S.T. on Tuesday, March 17th, 2015

*****ALL QUESTIONS MUST BE SUBMITTED IN WRITING****

NO LATER THAN

4:30 PM E.S.T. on Thursday, March 5, 2015

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informalities in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin.

The City of Chattanooga (COC) Terms and Conditions posted on Website are applicable:

<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

NOTE: ALL PROPOSALS MUST BE SIGNED.

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

PLEASE PROVIDE US WITH THE FOLLOWING

Company Name: _____

Mailing Address: _____

City & Zip Code: _____

Phone/Toll-Free No.: _____

Fax No.: _____

E-Mail Address: _____

Contact Person: _____

Signature: _____



Request for Proposal RFP 110017

Demolition Services

City of Chattanooga

Department of Economic and Community Development

RFP 110017

The City of Chattanooga is seeking proposals from qualified proposers/contractors to provide Demolition Services for the Department of Economic and Community Development.

Request for Proposal RFP 110017

For Demolition Services

Purpose

The City of Chattanooga (City) is seeking proposals from qualified proposers hereinafter referred to as the Proposer or Contractor to provide Demolition Services for the Department of Economic and Community Development in accordance with the terms, conditions, and specifications contained in the Request for Proposal (RFP). The proposed services shall be provided to the department on an “as needed” basis for a minimum period of twelve (12) months with the option for extending the contract two (2) additional twelve (12) month terms.

Definitions

For the purpose of this proposal the definitions shall mean:

Proposal means, offer, offerer

Proposer means, offeror, bidder, contractor

Responses & Inquiries

Responses must be submitted in a sealed envelope in duplicate to the below address no later than 4:00 pm EST on Tuesday, March 17th, 2015.

Questions related to this RFP should be directed to the following:

Sharon Lea, Buyer
City of Chattanooga
Purchasing Department
101 East 11th Street, Ste. G-13
Chattanooga, Tennessee 37402

Lea_Sharon@chattanooga.gov

423-643-7235 phone

423-643-7244 fax

All questions must be submitted in writing via mail, email, or fax. Questions must be received no later than end of business (4:30 pm EST) on Thursday, March 5th, 2015.

Please reference the RFP page and paragraph number related to each question to ensure accurate and correct responses.

Sufficient time should be allowed for receipt and response to questions submitted by mail. Please write “Questions for RFP 110017” on the outside of the envelope.

Multiple Awards/Back-Up Contractors

The City reserves the right to establish an agreement that will include multiple awards to the lowest qualified proposer(s). The City also reserves the right to utilize a “rotation system” in assigning task orders to each contractor at the established low offered price agreed upon.

Eligibility

To be eligible to respond to this RFP, the proposing contractor must demonstrate that they have been in the business for a minimum of three (3) years. The Contractor shall provide the City of Chattanooga with credentials supporting their claims of prior and continuous experience, expertise, financial capacity and resources to insure the satisfactory execution of the required services. Contractor shall provide a list of references with particular emphasis on clients and demolition services provided in the past three years, (2012, 2013 and 2014).

Permits and Codes

The Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes and Section 21 of the City of Chattanooga Code, and any other pertinent State or Federal codes and regulations. The Contractor shall secure and pay any fees or charges for the necessary permits required for the performance of all contract work.

Responsibility of Contractor for Damages

The Contractor shall be responsible for all damage to persons or property that may occur as a result of its action(s) fault or negligence in connection with the performance of any work under the Contract. The Contractor shall be responsible for the proper care and completion of all work performed until final acceptance by the City of Chattanooga (Department of Economic and Community Development).

Indemnification of City of Chattanooga and the Chattanooga Department of Economic and Community Development

(a) The Contractor agrees to indemnify and hold harmless the City of Chattanooga and its Economic and Community Development Department from all liability for any injuries or damages to any person(s) or property resulting from its performance of work under this Contract.

(b) No contract will be awarded to any Proposer who, as determined by the City, has an unsatisfactory performance record, inadequate experience; lack of organization, labor, and/or equipment to perform the required services; and/or, in the arrears to the City on a debt or contract or is a defaulter on surety to the City or whether the Proposer's taxes or

assessments are delinquent. All work is to be provided in a manner and time frame consistent with the needs of the City.

Termination or Suspension from the Contract

Contractors may be terminated or suspended from the Contract for poor performance, failure to perform, fraud, or other cause with written notice by the City of Chattanooga. Contractors may be terminated from the Contract with thirty (30) days prior written notice with justified cause other than the above stated performance issues.

Insurance

(a) The Contractor shall furnish the Purchasing Agent of the City with copies of current worker's compensation insurance applicable to all employees and/or subcontractors engaged in work under the Contract in accordance with the Tennessee Workmen's Compensation laws.

(b) Contractor agrees to carry and provide a copy of its current general liability insurance in effect during the term of the contract to the City of Chattanooga with minimum limits of \$250,000 per person and \$500,000 per occurrence for bodily injury and \$50,000 for property damage. The general liability insurance provided pursuant to this provision shall name the City of Chattanooga and the Department of Economic and Community Development as additional insured's shall be applicable to any claim for injury, property damage or death which may occur or result from operations of the Contractor under this Contract. Such insurance shall cover the use of all equipment, hoists and motor vehicles on the site or hauling materials or debris from the site.

Safety

(a) The Contractor agrees to comply with all applicable rules and regulations of OSHA and/or any other state or federal agencies in the performance of any work contained within the building codes of the City of Chattanooga and Contractor shall agree to comply with any additional safety and health measures as are determined to be reasonably necessary by the City of Chattanooga.

(b) The Contractor agrees to maintain accurate records in any case of death, occupational disease and /or injury requiring medical attention or causing loss of time of work, arising out of and in the course of performance of work under the Contract. In the event that any on the job injury occurs, the Contractor shall immediately notify the City of Chattanooga (Economic and Community Development Administrator or designee) and shall provide any requested reports concerning these matters.

Removal and Salvage of Existing Buildings

(a) The Contractor shall demolish and/or remove all buildings and structures as specified in the contract unless otherwise specified, any building or structure shall be

demolished on the premises and no dwelling structure shall be removed from the premises in a whole or substantially whole condition.

(b) Upon the demolition and/or removal from the premises of a building or structure in accordance with the Contract, such building or structure or the remains thereof shall become the property of the Contractor.

(c) Storage of salvage materials and equipment by the Contractor at the project site will only be permitted during the duration of the Contract. Storage of salvage materials and equipment shall not be permitted at any time to interface with the activities of the Local Public Agency.

(d) Prior to completion of the assigned job all salvage materials shall be transported to appropriate City disposal locations, other legal disposal locations or to the Contractor's privately owned and properly zoned storage facility.

Technical Specifications

In order to fully comply with this contract, Contractor agrees that each structure is to be completely demolished, including footing, basement wall, and floors, at or below ground level (unless otherwise specified.) All areas below ground level are to be completely filled in a manner to ensure proper drainage across the filled and unfilled areas. All wells, cisterns, septic tanks and cesspools shall be properly filled to grade with existing terrain in a manner that will ensure proper drainage across the property without causing erosion. Vegetation with the exception of the trees, (unless otherwise specified will be cut to a height of no more than three (3) inches and premises shall be raked clean.

Regulations Pursuant to the "Anti-Kick Back Act"

The Contractor agrees to comply with all applicable regulation of the Secretary of Labor of the United States made pursuant to the so-called "Anti-Kick Back Act" at 18 U. S. C. 874 and any amendments or modifications thereto. Contractor shall cause appropriate provisions to be inserted in any subcontracts to ensure compliance therewith by all subcontractors subject thereto and shall be responsible for the submission of statement requirement of subcontractor there under, except as otherwise provided by the Secretary of Labor.

Inspection by City of Chattanooga

The City of Chattanooga and any of its officers, agents or employees shall have the right to inspect the work at all times and at the completion thereof. Vendor must notify the office of Economic and Community Development within 24 hours of completing the assigned work. The work site will be reviewed by ECD staff within 72 hours of notification.

Subcontract

Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this contract without prior express written approval of the City of Chattanooga signed by the Administrator or designee of the Department of Economic and Community Development.

General Requirements

- a) The successful contractor(s) shall provide all materials, permits, equipment and labor as required for the demolition of the designated site, and disposal of debris generated during the course of providing contracted services.
- b) Actual demolition shall incorporate the demolition and disposal of the main structures, removal of footing slabs, asphalt pavement parkways and driveways, fences, debris and other undesirable objects.
- c) All work is to be performed in full accordance with the Construction Standard and Specification of this contract.
- d) Remove and dispose of all excess material, debris and trash developed during the course of providing the contracted service.
- e) Upon completion, the Contractor shall be responsible for leaving the jobsite free of all construction debris and in an orderly state. Clean all walks, paving, and site features of dirt and other debris.
- f) Landfill Receipt must be kept on file by the Contractor and a copy of the receipt must accompany the invoice for payment.

Contract Terms

The initial contract term shall commence upon final execution of the contract by the City of Chattanooga and shall be for a twelve (12) month period. The City reserves the right to extend the contract for two (2) additional twelve (12) month periods.

STATEMENT OF WORK

The Contractor(s) shall furnish all supervision, labor, materials, machinery, tools, equipment, and services as well as perform and complete all Job Requests (Job) issued to him/them during the term of this contract in a timely, cost efficient, safe, and professional workmanlike manner.

Contractor shall acknowledge each Job within 72 hours.

All work shall be performed in strict accordance with the technical specifications issued with each Job, and/or incorporated herein and made a part of this Requirements Contract. In addition, the Contractor shall perform all Jobs in compliance with all applicable local, state, and/or federal codes, laws and/or regulations.

COST PROPOSAL

The Contractor agrees to supply the products or services at the prices proposed below in accordance with the terms, conditions, and specifications contained in this RFP.

Masonry, brick, block structure

Demolish and dispose of designated structure(s)

Price per linear foot - \$_____

Wood frame structure (s)

Demolish and dispose of designated structures

Price per square foot - \$_____

Emergency Services

Demolition and disposal of designated structure(s) in an emergency situation, when the contractor is required by the City to commence work in less than three (3) calendar days or less of notification.

Flat rate fee - \$_____

Trailer and Mobile Home

Demolish and dispose of designated structures

Price per square foot - \$_____

Miscellaneous Structures

Remove, demolish and /or dispose of small, accessory type structure (s), i.e. carports, sheds, fencing, retaining walls, etc.

Price per square foot - \$_____

Basement Area

Complete demolition and disposal of designated structural area that is below grade.

Price per square foot - \$_____

Excess Asphalt and Concrete

Removal of pavement driveways, slabs, sidewalks, and other undesirable objects in demolition and disposal of designated structure

Price per square foot - \$_____

Excess Debris and Overgrowth

Removal and disposal of all excessive trash and overgrowth found on site that is not a part of the debris and overgrowth developed in providing demolition services based on general demolition items.

Rate per Cubic Yard - \$_____

Asbestos Related Work

Removal and disposal of all asbestos materials in designated structure must be remediated by a licensed asbestos contractor.

Price per square foot – **negotiated per job**

Backfill below grade

Non-regulated and acceptable fill appropriate for growth and vegetation.

Price per Cubic Yard – \$_____

Problem/Extreme Condition and Extreme Areas

Demolition and disposal of designated structures or conditions that are not a part of the site development in providing demolition services based on general demolition items shall be reviewed and agreed upon by the Contractor and City representative.

The City of Chattanooga (Economic and Community Development) reserves the right to compete or negotiate on structures that are not intact, fire damaged debris, etc.

The City of Chattanooga (Economic and Community Development) reserves the right to compete or negotiate structures that are over 5,000 square feet.

To determine the contracted rate for demolition of a specific structure, the Contractor and a City representative shall meet at the site. They shall calculate the total square footage of the building(s) under consideration for demolition. This will be obtained by measuring the outside dimensions of the outside walls of the structure, excluding the roof overhang. If the structure consists of more than one story, the area of each story will be obtained in the same manner. The total footage figure shall be reviewed and agreed upon by both the Contractor and the City representative before any work commences.

The total demolition and disposal rate for a specific location shall be determined by utilizing the total square footage agreed upon by both parties and multiplied by the contracted unit price for each item of the work.

No contract will be awarded to any proposer who, as determined by the City, has an unsatisfactory performance record, or inadequate experience, lack of organization, labor and/or equipment to perform the required services. All work is to be provided in a manner and time frame consistent with the needs of the city.

Special Conditions

Customer Listing

- I. Provide a listing of all previous customers during the past three years for **all** work of similar size and scope. The equipment/services provided to these clients shall have characteristics as similar as possible to those requested in the RFP. Information provided for each client shall include the following:
 - a) Client name and address
 - b) Description of services provided
 - c) Time period of project or contract
 - d) Client's contact reference name and current telephone number
- II. Provide a listing of any contracts Offeror had with any government entities within the last five years in which the contract was terminated or not renewed.
 - a) Government entity client's name and address
 - b) Description of services provided
 - c) Date contract ended
 - d) Name of contact reference name and current telephone number

Financial Information

- I. Offeror must include with your proposal your business's public financial reports for the last two years.
- II. Provide a list of bankruptcy filings by the Offeror, if any, in the past seven years. Include all pertinent information including date of filing, company name when filed, tax identification number, type of bankruptcy filing, and type of document filed.
- III. Offeror must provide a listing of all defaults, disputes, and litigations in which offeror is/was engaged during the last five years. Give specific information concerning each action such as:
 - a) Opposing company's name and address
 - b) Company contact reference name, and current telephone number
 - c) Specific nature of each contractual issue, and the final decision
 - d) Status of each issue

- IV. Offeror shall state and provide specific details of any plans to negotiate the sale or merger of this company prior to a contract award, or during the contract term.

Note:

Failure to provide complete and accurate client information, or financial information as specified herein, may result in the disqualification of your proposal and/or breach of contract.

Offeror must notify the City about all of its company's acquisitions or sales transactions which may affect this contract within 48 hours of the transaction decision.

Department of Neighborhood Services And Community Development

Demolition Contractors Rotation Guidelines

The City reserves the right to establish an agreement that includes multiple rewards in accordance with the prices negotiated with the contractor(s). The City also reserves the right to utilize a “rotation system” in assigning task orders to each contractor and promote timely demolition of all necessary projects.

1. A list of qualified demolition contractors shall be established based on recommendations from the City’s Purchasing Department and approved by the City Council.
2. At the beginning of each new contract term, the initial rotation shall be established alphabetically according to the company’s or individual’s first name. From the list of qualified contractors, demolitions will be assigned. Contract assignments shall follow the alphabetical rotation order.
3. A contractor is not eligible for rotation until the assigned demolition has been completed and approved as required by these guidelines.
4. Demolition contractor is assigned a specific property to demolish. If the contractor passes on the next available property to demolish because of size of job, can’t get equipment on property, or whatever reason, he will be put at the bottom of the rotation order, and have to wait until it is his turn in the rotation again.
5. A Letter to Proceed is issued to the contractor who is next in rotation. Demolition may proceed on the day the Letter to Proceed is issued. Demolition shall be completed by the date specified in the Letter to Proceed, unless changed by mutual written consent.
6. Contractors are assigned demolitions based on prior satisfactory performance.
7. Satisfactory completion of demolitions must be confirmed by the Manager of Codes, Community Service, and Neighborhood Relations, or designee before payment requests will be processed.
8. Contractors may be terminated or suspended from the contact with ten (10) days prior written notice for poor performance, failure to perform, fraud, or other justified cause other than performance issues, with written notice by the City of Chattanooga upon recommendation of the Land Development Office – Codes Enforcement.

9. The City of Chattanooga Department of Economic and Community Development reserves the right to bid or negotiate structures that are not intact, fire damaged, etc., and to award contracts for this purpose to contractors who are not in the rotation cycle.
10. The City of Chattanooga Department of Economic and Community Development reserves the right to bid or negotiate structures that are over 5000 square feet and to award contracts for this purpose to contractors who are not in the rotation cycle.

Affirmative Action Plan
For
(Invitation or RFP No.110017)

(Name of Contractor)

The above named Contractor is an equal opportunity employer and during the performance of this contract, the Contractor agrees to abide by the Affirmative Action Plan of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.
 - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities.

- d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.
- 5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
- 6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Contractor)

(Title and Name of Construction Company)

(Date)

REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the city. The Contract shall not be binding upon the city until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims resulting from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S. Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence